

**RECORDATION FORM COVER SHEET - PATENTS ONLY**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia  
22313-1450

Please record the attached original documents or copy thereof.

1. Name of Conveying Party(ies): Additional name(s) of conveying party(ies) attached?  Yes  No

The Top-Flite Golf Company  
425 Meadow Street, P.O. Box 901  
Chicopee, Massachusetts 01021-0901

A Delaware Corporation

2. Name and Address of Receiving Party(ies): Additional name(s) & address(es) attached?  Yes  No

Callaway Golf Company  
2180 Rutherford Road  
Carlsbad, California 92008-7328

A Delaware Corporation

(760)930-8493

3. Nature of Conveyance: **Execution Date(s): 09/15/2003**  
 Assignment  Merger  Security Agreement  Change of Name  Other

4. Application number(s) or patent number(s): **10/619,148**

5. Name and address of party to whom correspondence concerning document should be mailed:  
Michelle Bugbee, Senior Patent Counsel (413) 322-2937  
The Top-Flite Golf Company, a wholly-owned subsidiary of Callaway Golf Company  
425 Meadow Street, P.O. Box 901  
Chicopee, MA 01021-0901

6. Total number of applications and patents involved: **ONE**

7. Total Fee (37 C.F.R. 3.41 Eff. 10/01/00) ..... **\$ 40.00**

8. Please charge Deposit Account No. **17-0150**.

DO NOT USE THIS SPACE

9. Statement and signature: To the best of my knowledge and belief the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michelle Bugbee  
Name of Person Signing

Michelle Bugbee  
Signature - Reg. No. 42,370

June 3, 2004  
Date

Total No. of pages including cover sheet, attachments and document: **SEVEN**  
MB/lat

cc: TTFGC Dep. Acct.

## PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is made as of September 15, 2003 by and between The Top-Flite Golf Company (f/k/a Spalding Sports Worldwide, Inc.), a Delaware corporation ("Assignor"), and Callaway Golf Company, a Delaware corporation ("Assignee").

### RECITALS

A. Assignor and Assignee have entered into the Asset Purchase Agreement dated as of June 30, 2003, as amended (the "Purchase Agreement").

B. Pursuant to Section 1.1 of the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire all of Assignor's right, title, and interest in and to all of the issued patents and pending patent applications listed on Exhibit A hereto (collectively, the "Assigned Patents").

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in the Purchase Agreement and in this Assignment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to implement the assignment of Intellectual Property required by the Purchase Agreement, Assignor hereby agrees as follows:

1. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

2. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Patents, free and clear of all liens, mortgages, options, charges, title defects, security interests and similar encumbrances, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement, of the Assigned Patents, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.

3. Assignor represents, warrants, and covenants that the execution and delivery of this Assignment does not breach any agreement to which Assignor is a party, and Assignor has not entered into, and will not enter into, any oral or written agreement in conflict with this Assignment.

4. As may be requested by Assignee or its designees or other legal representatives from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, in a commercially

reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Assigned Patents and (ii) secure Assignee's rights in the Assigned Patents, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems reasonably necessary to assign and convey to Assignee, or Assignee's successors, assignees, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Patents.

5. Assignor hereby authorizes and requests the United States Patent and Trademark Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for patents to issue, certify or assign as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

[THE REMAINDER OF THIS PAGE INTENTIONAL LEFT BLANK]

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

**ASSIGNOR:**

THE TOP-FLITE GOLF COMPANY

By: Peter A. Arouri  
Name: Peter A. Arouri

Title: Vice President, Secretary and General Counsel

**ASSIGNEE:**

CALLAWAY GOLF COMPANY

By: Ronald A. Drapau  
Name: Ronald A. Drapau

Title: Chairman of the Board, President and Chief Executive Officer

**Acknowledgement by Notary Public**State of New YorkCounty of New York

On this 15<sup>th</sup> day of September, 2003, before me, the undersigned Notary Public, personally appeared Ronald Diapace, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: Connie J. Chung

Name: **CONNIE J. CHUNG**, Notary Public  
Notary Public, State of New York  
No. 01CH6080849  
Qualified in New York County  
Commission Expires Sept. 23, 2006

**EXHIBIT A**

Docket No.	Title	Filing Date	App. Serial No.
P-6028U1-1-1-1-C1	Golf Ball	July 14, 2003	10/619,148